

Zachary P. Takos, Esq., Nevada Bar No. 11293
Steven R. Hart, Esq., Nevada Bar No. 15418

TAKOS LAW GROUP, LTD.

10785 West Twain Avenue, Suite 224

Las Vegas, Nevada 89135

Telephone: 702.658.1900

Facsimile: 702.924.4422

Email: zach@takoslaw.com

steven@takoslaw.com

Sam Castor, Esq., Nevada Bar No. 11532

LEX TECNICA, LTD.

10161 Park Run Drive

Las Vegas, Nevada 89145

Email: sam@lextecnica.com

Counsel for Plaintiff

JEFFREY F. BARR, ESQ., Nevada Bar No. 7269
ASHCRAFT BARR LLP

8275 S Eastern Avenue, Suite 200-695

Las Vegas, NV 89123

Telephone: (702) 631-4755

barrj@ashcraftbarr.com

A. Bradley Bodamer, Esq. (admitted *pro hac vice*)

J. Aaron Craig, Esq. (admitted *pro hac vice*)

Chandler E. Carr, Esq. (admitted *pro hac vice*)

GRAVES GARRETT GREIM LLC

1100 Main Street, Suite 2700

Kansas City, Missouri 64105

Telephone: (816) 256-3181

bbodamer@gravesgarrett.com

acraig@gravesgarrett.com

ccarr@gravesgarrett.com

Attorneys for Defendants

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

LEX TECNICA, LTD., a Nevada limited
liability company,

Plaintiff,

v.

VANGUARD FIELD STRATEGIES, LLC, a
Texas limited liability company; AXIOM, LLC
dba AXIOM STRATEGIES, a Texas limited
liability company; DOES 1 through 100,
inclusive; and ROE Business Entities 1
through 100, inclusive;

Defendants.

Case No.: 2:23-cv-00069-APG-EJY

JOINT PRETRIAL ORDER

Pursuant to Local Rule 16-3 of the District of Nevada and Fed. R. Civ. P. 16, Plaintiff Lex Tecnica, Ltd. ("Lex") and Defendants Vanguard Field Strategies, LLC ("Vanguard") and Axiom, LLC ("Axiom") (collectively, "Defendants"),¹ hereby jointly submit this Joint Pretrial Order to outline the issues, evidence, and proposed trial schedule for the above-captioned matter. This Order reflects the procedural history, the Court's summary judgment rulings (Order, ECF No. 110), and the parties' positions as derived from the Third Amended Complaint (ECF No. 56).

After pretrial proceedings in this case,

IT IS ORDERED:

I. This is an action for:

This action arises from allegations that Defendants breached a written contract for signature-gathering in support of a ballot initiative in Nevada, and that Defendants fraudulently misrepresented signature validity rates, and engaged in deceptive trade practices under Nevada law. Lex—as assignee of Community Schools Initiative, a Nevada Political Action Committee ("CSI")—alleges that Defendants failed to deliver signatures at the contracted 70% validity rate for the ballot initiative, which was aimed at allowing municipalities to opt out of Nevada's county-based school district system. Instead, Plaintiff alleges that Defendants knowingly or recklessly reported validity

¹ The parties have recently been made aware that Axiom, LLC may not be the correct entity named in this matter. The parties are working together to resolve this issue.

1 rates of 70%–74% while internal data showed rates as low as 20%–38%, inducing CSI to pay
 2 Defendants \$2,160,000.00. The Nevada Secretary of State rejected the initiative due to a 53.65%
 3 validity rate, causing significant financial and reputational harm. Lex seeks compensatory, special,
 4 treble, and punitive damages, along with attorneys’ fees and costs. (See Third Amended Complaint,
 5 ECF No. 56, Factual Allegations).

6 Defendants, for their part, deny Plaintiff’s allegations.

7 **II. Statement of jurisdiction:**

8 1. Subject Matter Jurisdiction: This Court has jurisdiction under 28 U.S.C. § 1332
 9 (diversity jurisdiction). Lex is a Nevada limited liability company with Nevada members, while
 10 Vanguard and Axiom are Texas (and possibly Missouri)² limited liability companies, none of whom
 11 have members who are citizens of Nevada. The amount in controversy exceeds \$75,000.00,
 12 exclusive of interest and costs. (See Third Amended Complaint, ECF No. 56 at 8.) Defendants
 13 dispute the Court’s subject matter jurisdiction over the claims for fraud and for violations of the
 14 Nevada Trade Practices Act asserted by Plaintiff. Defendants allege that Plaintiff has no standing to
 15 bring those claims in a derivative manner and the attempted assignment of those personal claims
 16 from CSI to Lex was void and remains void.

17 2. Personal Jurisdiction: Plaintiff alleges that this Court has personal jurisdiction over
 18 Axiom based on its purposeful direction of activities toward Nevada, including drafting the
 19 contract, invoicing CSI, and involvement in the signature-gathering campaign. (See Order, ECF No.
 20 110 at 4–11.) Defendants dispute this Court’s personal jurisdiction over Axiom.

21 3. Venue: Venue is proper under 28 U.S.C. § 1391(b)(2) as a substantial part of the
 22 events, including the signature-gathering campaign and contract performance, occurred in Clark
 23 County, Nevada. (See Third Amended Complaint, ECF No. 56 at 9.)

24 **III. The following facts are admitted by the parties and require no proof:**

25 The following facts are stipulated or undisputed:

26
 27
 28

² See footnote 1, above.

1 1. Contract Formation: On June 16, 2022, CSI and Vanguard signed a Letter of
2 Engagement for 20,833 raw signatures at a 70% validity rate for \$12 per signature, with an option
3 to extend (ECF No. 74-5, 6).

4 2. Signature Collection: Vanguard collected 233,173 raw signatures, delivered to
5 Nevada counties on November 23, 2022 (ECF No. 74-9).

6 3. Payments: CSI paid Vanguard \$2,160,000.00 through 17 invoices from June to
7 December 2022.

8 4. Campaign Failure: The initiative failed to qualify for the ballot.

9 **IV. The following facts, though not admitted, will not be contested at trial by evidence to the**
10 **contrary:**

11 None.

12 **V. The following are the issues of fact to be tried and determined at trial:**

13 Plaintiff's Statement of Issues of Fact:

14 1. Scope of Contract Extension: Whether the contract encompassed all 233,173
15 signatures collected, or was limited to 180,000.

16 2. Defendants' Knowledge of Validity Issues: Whether Defendants knowingly
17 misrepresented validity rates.

18 3. Intent and Bad Faith: Whether Defendants deliberately concealed poor validity
19 rates or recklessly disregarded red flags.

20 4. Reliance and Damages Causation: Whether CSI reasonably relied on Defendants'
21 weekly reports in making payment and contract extension decisions.

22 5. Did the Nevada Secretary of State's office conduct a random 5% sample of the
23 submitted signatures and find that the submitted signatures held a 53.65% validity rate (41.6% in
24 District 1, 55.3% in District 2, 62.7% in District 3, and 55.0% in District 4), and therefore deem
25 the initiative insufficient?

26 6. From August 22 to November 7, 2022, did Vanguard's Scott Scheid send weekly
27 reports to CSI informing CSI that the signature validity rates were between 70% and 74%?

1 7. From August 22 to November 7, 2022, did Whitney LaJaunie regularly send Scott
2 Scheid D2D trackers which reported validity rates between 20% and 38%?

3 8. Did Vanguard or Axiom inform CSI of their concerns about the validity rate
4 calculation process and/or confidence in the validity rate numbers?

5 9. Did Vanguard or Axiom inform CSI that it had not contracted with Vanguard to
6 gather enough signatures, even at a 70% validity rate?

7 10. Did Vanguard or Axiom inform CSI that it had not secured sufficient funding for
8 Vanguard to obtain a sufficient amount of signatures?

9 Defendants' Statement of Issues of Fact:

10 1. Did CSI secure enough volunteer signatures such that it would have qualified for
11 the ballot if 70% of the signatures it paid for were valid?

12 2. Did the parties come to a mutual agreement on a certain number of signatures CSI
13 was purchasing after the initial 20,833?

14 3. Did CSI materially rely to CSI's detriment on the weekly update emails for purposes
15 of purchasing any additional signatures?

16 4. Did CSI have sufficient funding secured at a sufficiently early time such that it could
17 have reasonably expected to have secured a sufficient number of signatures?

18 5. Did CSI receive something of value in exchange for what it paid Vanguard?

19 6. Did Vanguard warn CSI about the inherent uncertainty and approximation
20 associated with indicating a validity rate?

21 7. Did Vanguard warn CSI about the possibility of the ballot initiative's failure?

22 8. Did Scott Scheid work with CSI to help it secure with funding and other resources
23 in excess of any obligation or promise by Vanguard?

24 9. Did Vanguard intend to induce CSI to consent to the formation of a contract for a
25 certain number of signatures after the initial project for 20,833?

26 10. Were any of the validity rate emails demonstrably false representations?
27
28

1 11. Did Vanguard know that the validity rates it was reporting were false or otherwise
2 know it had an insufficient basis for making the representations?

3 12. Was the Secretary of State's 5% sampling reliable?

4 13. Did CSI's decision not to challenge or appeal the Secretary of State's initial sampling
5 harm CSI or contribute to CSI's failure to get the initiative on the ballot.

6 14. Did the County Clerks' examinations apply mathematical principles and report
7 complete statistical results?

8 15. Did Vanguard intend to provide signatures to CSI below a 70% validity rate?

9 16. Can Lex prove any damages to CSI beyond speculation?

10 **VI. The following are the issues of law to be tried and determined at trial:**

11 Plaintiff's Statement of Issues of Law:

12 1. Breach of Contract:

13 o Did Vanguard materially breach the contract by delivering signatures at a 53.65%
14 validity rate instead of 70%?

15 o Was the contract extended beyond 180,000 signatures, and if so, does Vanguard's
16 breach relate to all 233,173 signatures?

17 o Does substantial performance apply if the validity rate was 69.5% for 180,000
18 signatures?

19 2. Breach of Implied Covenant of Good Faith and Fair Dealing:

20 o Did Defendants' actions in continuing to collect signatures and invoice CSI, despite
21 knowing the validity rate was below 70%, constitute bad faith and frustrate the contract's purpose?

22 3. Fraudulent Misrepresentation:

23 o Did Defendants knowingly or recklessly make false representations about the
24 validity rate?

25 o Did CSI justifiably rely on these representations, causing damages?

26 o Is there clear and convincing evidence to support liability for fraudulent
27 misrepresentation?

1 4. Fraudulent Inducement:

2 ○ Did Defendants' misrepresentations induce CSI to extend the contract beyond
3 20,833 signatures?

4 ○ Were the extensions based on justifiable reliance, supported by clear and convincing
5 evidence?

6 5. Deceptive Trade Practices:

7 ○ Did Defendants violate NRS § 598.0915(5) by knowingly misrepresenting the
8 characteristics of their services?

9 ○ Did Defendants violate NRS § 598.0915(7) by representing their services as meeting
10 a 70% validity standard while knowing or should have known otherwise?

11 ○ Did Defendants violate NRS § 598.0915(15) by making false representations in the
12 transaction?

13 ○ Did Defendants engage in bait-and-switch tactics under NRS § 598.0917(2) by
14 disparaging the promised services?

15 ○ Did Defendants violate NRS 598.0923(1)(b) by failing to disclose a material fact (the
16 validity rate) in connection with the sale of services?

17 6. Damages:

18 ○ Are special/consequential damages (volunteered time, lost donors, marketing,
19 litigation, retry costs) foreseeable and supported by evidence?

20 ○ Is Lex entitled to treble damages under NRS § 598.0999(3)?

21 ○ Does clear and convincing evidence of fraud, oppression, or malice support punitive
22 damages against Defendants under NRS § 42.005?

23 Defendants' Statement of Issues of Law:

24 1. Was there an enforceable contract between CSI and Vanguard for a certain number
25 of valid signatures after the 14,583 agreed to in the Letter of Engagement?

26 2. Did CSI contractually waive the right to sue for failure to qualify for the ballot?
27
28

3. Did CSI contractually release Defendants from liability for the acts of third parties such as the independent contractors who gathered signatures as part of the campaign?

4. Did CSI justifiably rely on the weekly validity update emails to CSI's detriment?

5. What was the benefit of the bargain struck between CSI and Vanguard?

6. Did Axiom purposefully direct its business activities towards the State of Nevada?

7. Did Vanguard offer to sell services that Vanguard did not in truth intend to sell?

8. Did the validity rate emails Lex complains of relate to any particular transaction?

9. Did Vanguard knowingly falsely represent the validity rate?

10. Did Vanguard intend to induce CSI to consent to the formation of the alleged second contract through the alleged false representations?

11. Was CSI damaged as a result of its alleged reliance?

12. If CSI was damaged by Vanguard's or Axiom's conduct, what damages, if any, may be awarded to CSI aside from non-speculative and concrete actual damages?

13. Are special/consequential damages recoverable?

14. If special/consequential damages are recoverable, has Lex satisfied its burden to prove such damages are non-speculative and concrete?

VII.

(a) The following exhibits are stipulated into evidence in this case and may be so marked by the clerk:

As set forth below.

(b) As to the following exhibits, the party against whom the same will be offered objects to their admission on the grounds stated:

(1) Plaintiff's exhibits and Defendants' objections to them:

Description of Document	Bates Numbers	Objections (if any)
Notice of Intent to Circulate Statewide Initiative or Referendum Petition	PLF_RFP_RES000113	None.
CSI information sheet	PLF_RFP_RES000182	None.

1	Initiative Petition - Statewide Statutory Measure	PLF_RFP_RES000114-123	None.
2	December 21, 2022 letter from the Nevada Secretary of State re: Notice of Insufficiency of Petition	Vanguard_01_003807	None.
3	December 10, 2022 email from Scheid to Williams	Vanguard_01_003779	None.
4			
5	Axiom website screen-shot, (bios of Williams and Phillips)	PLF_CSI 005389	Defendants object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 802, 901, 1001-02.
6			
7			
8	Axiom and Vanguard website screen-shots (field program)	PLF_CSI 005499	Defendants object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 802, 901, 1001-02.
9			
10			
11	Vanguard website screen-shot ("premier grassroots firm")	PLF_CSI 005506	Defendants object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 802, 901, 1001-02.
12			
13			
14			
15	Axiom and Vanguard website screen-shots (locations and descriptions)	PLF-CSI 005519-21	Defendants object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 802, 901, 1001-02.
16			
17			
18	Axiom website screen-shot (bio of Roe)	PLF-CSI 005387	Defendants object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 802, 901, 1001-02.
19			
20			
21	Axiom website screen-shots (bios of Roe, Phillips, Schulte, Phillips, Williams, Klein, Perez, Goodson)	PLF_CSI 005342-52	Defendants object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 802, 901, 1001-02.
22			
23			
24			
25	Axiom website screen-shot (Axiom location in Las Vegas, NV)	ECF No. 83-15	Defendants object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 802, 901, 1001-02.
26			
27			
28			

1	Screen-shots from the Nevada Secretary of State's website relative to searches for Axiom and Vanguard	ECF No. 74-13	Defendants object on relevance grounds or, in the alternative, on the ground that any probative value of this evidence is substantially outweighed by the danger of confusing the issues and misleading the jury. Defendants further object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 401-03, 802, 901, 1001-02.
2			
3			
4			
5			
6			
7			
8	June 2022 Letter of Engagement	Vanguard_01_000633-34	None.
9	April 18, 2023 email from Scheid to Williams and the attachment "RJArticleTalkers.docx"	Vanguard_01_003911-12	None.
10			
11	September 5, 2022 email from Scheid to Williams and others	Vanguard_01_001857	None.
12	June 16, 2022 email chain between Schulte, Perez, and others	Vanguard_01_000610-14	None.
13	August 5, 2022 emails between LaJuanie, Schied, Goodson, and others	Vanguard_01_001558-59	None.
14			
15	August 20, 2022 email from MJ Stewart to Romo and Scheid	Vanguard_01_001754	None.
16	August 22, 2022 email from LaJaunie to Scheid and others (with attachment)	Vanguard_01_1759-60	None.
17	August 22, 2022 email from Scheid to MJ Stewart	Vanguard_01_001761	None.
18	August 29, 2022 email from LaJaunie to Scheid and others (with attachment)	Vanguard_01_001793-94	None.
19			
20	August 29, 2022 email from Scheid to MJ Stewart	Vanguard_01_001799	None.
21	September 2, 2022 email from LaJaunie to Scheid and others (with attachment)	Vanguard_01_001853-54	None.
22			
23	September 6, 2022 email from LaJaunie to Scheid and others (with attachment)	Vanguard_01_001861-62	None.
24			
25	September 7, 2022 email from Scheid to MJ Stewart	Vanguard_01_001877	None.
26	September 12, 2022 email from LaJaunie to Scheid and others (with attachment)	Vanguard_01_001892-93	None.
27			

1	September 12, 2022 emails from Scheid to MJ Stewart	Vanguard_01_001887-88	None.
2	September 19, 2022 email from LaJaunie to Scheid and others (with attachment)	Vanguard_01_001907-08	None.
3	September 19, 2022 email from Scheid to MJ Stewart	Vanguard_01_001906	None.
4	September 26, 2022 email from Scheid to MJ Stewart	Vanguard_01_001986	None.
5	October 3, 2022 email from Scheid to MJ Stewart	Vanguard_01_002004	None.
6	October 7, 2022 email from LaJaunie to Scheid and others (with attachment)	Vanguard_01_002024-25	None.
7	October 10, 2022 email from Scheid to MJ Stewart	Vanguard_01_002033	None.
8	October 17, 2022 email from Scheid to MJ Stewart	Vanguard_01_002052	None.
9	October 31, 2022 text messages between Scheid and MJ Stewart	Vanguard_01_000048-49	Defendants object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 802, 901, 1001-02.
10	November 7, 2022 text messages between Scheid and MJ Stewart	Vanguard_01_000050	Defendants object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 802, 901, 1001-02.
11	December 1, 2022 emails between Williams and Roe	Vanguard_01_003763	None.
12	Invoices from Vanguard to CSI (17 in total)	PLF_RFP_RES000279-95	None.
13	CSI Vendor QuickReport	PLF_RFP_RES000366-68	None.
14	August 5, 2022 from Goodson to LaJaunie and others	Vanguard_01_001564	None.
15	Expert Report of Kory Langhofer	N/A	Defendants object on hearsay grounds. See FRE 802. Defendants also object on the grounds that any probative value of this evidence is substantially outweighed by the danger of confusing the issues and misleading the jury.
16	Expert Report of Richard MacLean	N/A	Defendants object on hearsay grounds. See FRE 802. Defendants also object

		on the grounds that any probative value of this evidence is substantially outweighed by the danger of confusing the issues and misleading the jury.
The Missouri Times, Feb. 11, 2018, (“Axiom Strategies Announces the Formation of Vanguard Field Strategies . . .”)	PLF_CSI 005541-43	Defendants object on relevance grounds or, in the alternative, on the ground that any probative value of this evidence is substantially outweighed by the danger of confusing the issues and misleading the jury. Defendants further object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 401-03, 802, 901, 1001-02.
December 23 and 26, 2022 emails from Sam Castor to Scheid and others	PLF_CSI 003996	None.
Assignment of All Rights and Interest	PLF_RFP_RES002826	None.
Defendants’ internal email chain “Subject: LOE Request: Community Schools Initiative, Petitions”	Vanguard_01_000496-501	None.
June 21, 2022 emails between Schulte and MJ Stewart	PLF_CSI 004634-35	None.
October 13-17, 2022 emails between Schulte and Williams	Vanguard_01_002048-51	None.
January 2, 2023 emails between Williams, Phillips, Scheid, and others	Vanguard_01_003845-47	None.
July 25, 2022 emails between Goodson, Scheid, and Romo	Vanguard_01_001295	None.
October 18, 2022 emails between Williams, Scheid, and others	Vanguard_01_002113-14	None.
November 12, 2022 emails between Klein, Scheid, and others	Vanguard_01_003044	None.
June 17, 2022 email from Scheid	Vanguard_01_000747–53	None.
October 5, 2022 emails between Perez and Schulte	Vanguard_01_002018	None.
November 9-10, 2022 emails between LaJaunie, Schied, and others	Vanguard_01_002820	None.
Virtual Meeting Agenda, October 10, 2022	PLF_CSI008562	None.
November 2022 emails from Tom Goodson	PLF_RFP_RES002644-46	None.

1	November 2, 2022 text message from Scheid to MJ Stewart	Vanguard_01_000049	Defendants object on lack of foundation and authentication grounds. Defendants also object on hearsay grounds. See FRE 802, 901, 1001-02.
2			
3			
4	November 15, 2022 email from Williams to Scheid	Vanguard_01_003312	None.
5	November 22, 2022 emails between Scheid, Goodson, and Williams	Vanguard_01_003546	None.
6	November 22, 2022 emails between Scheid, Goodson, and Williams	Vanguard_01_003552-54	None.
7	November 2022 emails from Jordan Brownstein to Scheid and others	Vanguard_01_002742-46, 2767-68	None.
8	November-December 2022 text messages between Sam Castor and Scheid	PLF_RFP_RES000015-28	Defendants object on lack of foundation and authentication grounds. Defendants object that any probative value of this evidence is substantially outweighed by the danger of confusing the issues and misleading the jury. Defendants also object on hearsay grounds. Defendants further object that this contains confidential settlement discussions. See FRE 408, 802, 901, 1001-02.
9			
10			
11			
12			
13			
14			
15			
16			
17			

\\

\\

\\

\\

\\

\\

\\

\\

\\

\\

(2) Defendants' exhibits and Plaintiff's objections to them:

Trial Exhibit No.	Beginning Bates No.	End Bates No.	Document Date	Document Title, Email Subject, or Description	Deposition Exhibit No.	Marked Confidential?	Plaintiff's Objections (if any)
	Vanguard_01_003637	Vanguard_01_003639	November 22, 2022	Re: Community Schools Budget		Y	Foundation, authentication, hearsay, relevance. Plaintiff also asserts its right to keep the confidential portions of this proposed exhibit as confidential as possible.
	PLF_CSI 007333		November 19, 2022	CS NV Update 11-18	Brownstein 14	N	None
	Vanguard_04_018930		December 13, 2022	Fwd: Final Recap CS NV	Brownstein 22	N	Foundation, authentication, hearsay, relevance. Plaintiff also asserts its right to keep the confidential portions of this proposed exhibit as confidential as possible.
	PLF_CSI 002886; PLF_CSI 008442	PLF_CSI 002887; PLF_CSI 008444	January 31, 2022	Re: Fundraising	A. Castor 44	Y	Foundation, authentication, hearsay, relevance.
	Vanguard_04_020311	Vanguard_04_020335	April 30, 2024	Contributions and Expenses Report, CSI	A. Castor 45	N	Foundation, authentication, hearsay, relevance.
	Vanguard_01_003245	Vanguard_01_003246	November 14, 2022	Community Schools Payroll	A. Klein 11	N	Foundation, authentication, hearsay, relevance.
	Vanguard_01_001587	Vanguard_01_001588	August 5, 2022	Re: NV: Petition Snapshot 8.5	Lalaunie 15	N	None
	PLF_RFP_RES000135		December 23, 2022	Press release (CSI)		N	None
	Vanguard_01_000633	Vanguard_01_000634	June 16, 2022	Letter of Engagement	D. Stewart 1	N	None
	Vanguard_01_000448	Vanguard_01_000449	January 28, 2022	[Unexecuted] Letter of Engagement	D. Stewart 2	N	None
	PLF_RFP_RES002826		January 11, 2023	Assignment of All Rights and Interest	D. Stewart 4	Y	None
	PLF_CSI 002011		June 10, 2022	Re: castors	D. Stewart 12	N	None
	Vanguard_01_001781		August 24, 2022	Paolo - Meeting	D. Stewart 13	N	None
	PLF_CSI 000779	[No Bates, but printout from Dropbox link]	September 30, 2022	Dan Stewart has shared a file with you using Dropbox	D. Stewart 10	N	None
	PLFRFPRES000279	PLFRFPRES000295	June 21, 2022 - December 7, 2022	Invoices (Vanguard to CSI)	D. Stewart 14	N	None
	Vanguard_01_001757	Vanguard_01_001758	August 22, 2022	NV: Petition Snapshot 8.22	Lalaunie 17	N	None
	PLFRFPRES001158	PLFRFPRES001159	November 16, 2022	Letter of Intent Between Community Schools Initiative and Lex Tecnica, LLC	D. Stewart 5	N	None
	N/A		April 23, 2024	Contributions and Expenses Report, CSI	D. Stewart 9	N	Relevance.
	PLFRFPRES000796	PLFRFPRES000797	January 3, 2023	Re: FW: Weekly Financials CSI	D. Stewart 8	N	None
	PLF_CSI 000787		September 22, 2022	Subject : Document shared with you: "CLARK COUNTY SCHOOL DISTRICT CSI WHITE PAPER.doc"	N/A	N	None
	PLF_CSI 000789		July 19, 2022	Donation for CSI	?	N	None
	PLF_RFP_RES000113		January 7, 2022	Notice of Intent to Circulate		N	None
	PLF_RFP_RES000114	PLF_RFP_RES000123	January 7, 2022	The Community School Districts Initiative proposed initiative petition	?	N	None
	PLF_RFP_RES000139	PLF_RFP_RES000144	?	CSI promotional materials ("It's Time to Save Nevada's Broken School System")	?	N	None
	PLF_RFP_RES000247	PLF_RFP_RES000249	?	CSI FAQs	?	N	None
	PLF_RFP_RES000323	PLF_RFP_RES00039	October 24, 2022 - February 13, 2023	CSI P&L statements	?	N	None
	PLF_RFP_RES000357		January 12, 2022	Letter, RE: Statewide Statutory Initiative Petition - Identifier S-01-2022	?	N	None
	PLFCSI 000651	PLFCSI 000652	May 19, 2022	Community Schools Initiative - Requested Donor Material	D. Stewart 20	N	None
	PLF_RFP_RES000383	PLF_RFP_RES000386	September 14, 2022	Call to Discuss CSI Budget		N	None
	PLF_RFP_RES000518		January 9, 2023	Weekly Financials CSI	?	N	None
	PLF_RFP_RES000521	PLF_RFP_RES000522	April 2, 2022	FW: Meeting with Jan Jones - Tomorrow	?	N	None
	PLF_RFP_RES000532	PLF_RFP_RES000535	June 8, 2022	Haas/Patrick Walsh - Community Schools Initiative	?	N	None
	PLF_RFP_RES000591	PLF_RFP_RES000594	August 17, 2022	Re: Action Items from 8/15 Board meeting	?	N	None
	PLF_RFP_RES000993	PLF_RFP_RES000997	August 1, 2023	Re: Remaining Balance in Community Schools Account	?	N	None
	PLF_RFP_RES001066		November 15, 2022	Re: Weekly Financials CSI	?	N	None
	PLF_RFP_RES001073	PLF_RFP_RES001075	December 22, 2022	Re: [External Sender] Following Up CSI vs. CIS	?	N	None
	PLF_CSI 001023	PLF_CSI 001024	September 16, 2022	A Message from Superintendent Jara	?	N	Foundation, authentication, hearsay, relevance.
	PLFCSI 000899		June 8, 2022	PW: Community Schools Initiative - Matching Funds	D. Stewart 11	N	None
	Vanguard_01_001524		August 3, 2022	RE: Potential Donors Names for meeting with Mayor Lee	M. Stewart 32	N	None
	PLF_CSI 000914	PLF_CSI 000918	July 20, 2022	PW: Community Schools Initiative question	?	N	None
	PLF_CSI 004146		January 19, 2022	RE: update	?	N	None
	PLF_CSI 004361	PLF_CSI 004364	May 13, 2022	Re: Vanguard: Gathering in CD2	?	N	None
	PLF_CSI 004315	PLF_CSI 004316	October 17, 2022	Re: Update - Lisa's outreach to her donor list	?	N	None
	PLF_CSI 001480		July 5, 2022	Paolo Tiramani	?	N	None
	PLF_RFP_RES000540		November 21, 2022	Important info from our attorney B.Schrager about petition	?	N	Attorney-client privilege.

1 **(c) Electronic evidence:**

2 None.

3 **(d) Depositions:**

4 **(1) Plaintiff will offer the following depositions:**

5 The depositions (in their entirety) of all those deposed in this case may be offered solely for
6 the purpose of impeaching witness testimony at trial, including, but not limited to, Tami Romo,
7 Whitney LaJuanie, Joe Williams, Jordan Brownstein, Scott Scheid, Ashley Klein-Knight, Benjamin
8 Overholt, Ph.D., and Tom Goodson. Plaintiff expressly objects to the use of deposition testimony
9 in lieu of live testimony.

10 **(2) Defendants will offer the following depositions:**

11 At this time, Defendants understand that the relevant deponents are available for trial, and
12 therefore, their deposition testimony will not be required in their absence due to their
13 unavailability. If Defendants subsequently learn a witness will be unavailable before trial, then the
14 parties will confer and, with respect to such witness, identify specific pages and lines of his or her
15 deposition testimony will be promptly designated (to the extent a party choses to call said witness
16 at trial), and any other objections or counter-designations will then be timely made in response.
17 Defendants may offer deposition testimony for purpose of impeaching a live witness at trial.

18 **(e) Objections to depositions:**

19 **(1) Defendants object to Plaintiff's depositions as follows:**

20 None.

21 **(2) Plaintiff objects to Defendants' depositions as follow:**

22 Plaintiff has no objections to Defendants' depositions being used for purposes of
23 impeachment. However, Plaintiff expressly objects to the use of deposition testimony in lieu of live
24 testimony.

25 \\\

26 \\\

27 \\\

VIII. The following witnesses may be called by the parties at trial:

(a) Plaintiff's witnesses:

1. Fed. R. Civ. P. 36(b) designee for Lex Tecnica, Ltd.
c/o Takos Law Group, Ltd.
10785 West Twain Avenue, Suite 224
Las Vegas, NV 89135
2. Fed. R. Civ. P. 36(b) designee for Community Schools Initiative
c/o Takos Law Group, Ltd.
10785 West Twain Avenue, Suite 224
Las Vegas, NV 89135
3. Councilman Dan Stewart
c/o Takos Law Group, Ltd.
10785 West Twain Avenue, Suite 224
Las Vegas, NV 89135
4. Mary Jane Stewart
c/o Takos Law Group, Ltd.
10785 West Twain Avenue, Suite 224
Las Vegas, NV 89135
5. Sam Castor
c/o Takos Law Group, Ltd.
10785 West Twain Avenue, Suite 224
Las Vegas, NV 89135
6. Bob Sweetin
c/o Takos Law Group, Ltd.
10785 West Twain Avenue, Suite 224
Las Vegas, NV 89135
7. Kory Langhofer
Statecraft PLLC
649 North Fourth Avenue, Suite B
Phoenix, AZ 85003
8. Richard MacLean
8515 Edna Avenue #220
Las Vegas, NV 89117
9. Annalise Castor
c/o Takos Law Group, Ltd.
10785 West Twain Avenue, Suite 224
Las Vegas, NV 89135
10. Mike Slanker
c/o Takos Law Group, Ltd.
10785 West Twain Avenue, Suite 224
Las Vegas, NV 89135

11. Fed. R. Civ. P. 36(b) designee for Vanguard
c/o Graves Garrett Greim LLC
1100 Main St., Suite 2700
Kansas City, MO 64105

12. Fed. R. Civ. P. 36(b) designee for Axiom
c/o Graves Garrett Greim LLC
1100 Main St., Suite 2700
Kansas City, MO 64105

13. Jeff Roe
c/o Graves Garrett Greim LLC
1100 Main St., Suite 2700
Kansas City, MO 64105

14. Mark Wlaschin
Deputy Secretary of State for Elections
101 North Carson Street, Suite 3
Carson City, NV 89701

15. Any and all witnesses identified by any other party to this litigation.

(b) Defendants' witnesses:

1. Joe Williams, c/o Graves Garrett Greim LLC, 1100 Main St., Suite 2700, Kansas City, Missouri 64105.
2. Scott Scheid, c/o Graves Garrett Greim LLC, 1100 Main St., Suite 2700, Kansas City, Missouri 64105.
3. Tom Goodson, 5310 Lampasas St., Houston, Texas 77007.
4. Benjamin Overholt, 605 Saint Charles St., Moberly, Missouri 65270.
5. Tamara Romo. 4097 Nook Way, Unit D, Las Vegas, Nevada 89103.
6. Whitney LaJaunie, c/o Graves Garrett Greim LLC, 1100 Main St., Suite 2700, Kansas City, Missouri 64105.
7. Jazmin Overturf (Perez), c/o Graves Garrett Greim LLC, 1100 Main St., Suite 2700, Kansas City, Missouri 64105.
8. Ashley Kight (Klein), c/o Graves Garrett Greim LLC, 1100 Main St., Suite 2700, Kansas City, Missouri 64105.
9. Jordan Brownstein. Address TBD.
10. Any necessary rebuttal or impeachment witnesses.

11. Any witnesses identified by Plaintiff.

IX. The attorneys for the parties have met and jointly offer the following three dates for trial:

The parties have agreed to attempt to settle this matter prior to trial through a private mediation. The date(s) of the mediation have not been set yet. However, the parties are hopeful that the mediation can take place in August 2025. Should the mediation take place in August, the parties would be generally available on the following dates for trial:

- October 27 – November 7, 2025
- November 10 – November 21, 2025
- January 19 – January 30, 2026

However, if the parties are not able to mediate in August, the mediation will likely not be able to take place until mid-October, which would cause the trial date to be continued until January 19, 2026 at the earliest.

It is expressly understood by the undersigned that the Court will set the trial of this matter on one of the agreed-upon dates if possible; if not, the trial will be set at the convenience of the Court's calendar.

X. Time for trial:

It is estimated that the trial will take a total of 7-10 days.

APPROVED AS TO FORM AND CONTENT:

DATED this 23rd day of June, 2025.

TAKOS LAW GROUP, LTD.

/s/ Zachary P. Takos
Zachary P. Takos, Esq., Nevada Bar No. 11293
10785 W. Twain Avenue, Suite 224
Las Vegas, Nevada 89135

Counsel for Plaintiff

DATED this 23rd day of June, 2025.

Ashcraft & Barr LLP

Jeffrey F. Barr, Esq., Nevada Bar No. 7269
8275 S. Eastern Ave., Suite 200
Las Vegas, Nevada 89123

GRAVES GARRETT GREIM LLC

/s/ J. Aaron Craig
A. Bradley Bodamer, Esq. (pro hac vice)
J. Aaron Craig, Esq. (pro hac vice)
Chandler Carr, Esq. (pro hac vice)
1100 Main Street, Suite 2700
Kansas City, MO 64105

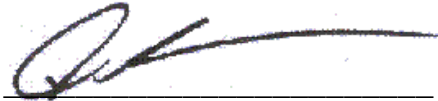
Counsel for Defendants

ACTION BY THE COURT

This case is set for a jury trial on the stacked calendar on November 17, 2025 at 9:00 a.m. in LV Courtroom 6C. Calendar call will be held on November 12, 2025 at 9:00 a.m. in LV Courtroom 6C. This pretrial order has been approved by the parties to this action as evidenced by their signatures or the signatures of their attorneys hereon, and the order is hereby entered and will govern the trial of this case. This order may not be amended except by court order and based upon the parties' agreement or to prevent manifest injustice.

IT IS SO ORDERED:

Dated: June 25, 2025



ANDREW P. GORDON
CHIEF UNITED STATES DISTRICT JUDGE